

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Thomas E. Perez, *Secretary*
of Labor, United States
Department of Labor

Plaintiff,

v.

Richard Huot, *an*
individual, also known as
Heng Richard Huot and as
Heng Huot, *and doing*
business as China Wok
Express *and doing business*
as Golden Wok Fried
Chicken,

Defendant.

CV 13-07487 RSWL (RZx)

JUDGMENT

The evidence having been fully considered, the
issues having been duly heard, and a decision having
been duly rendered,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that

1 judgment be entered in favor of Plaintiff Thomas E.
2 Perez, Secretary of Labor, United States Department of
3 Labor ("Plaintiff") and against Defendant Richard Huot
4 ("Defendant").

5 It is **ORDERED** that Defendant is permanently
6 enjoined and restrained from violating the provisions
7 of Sections 15(a)(1), 15(a)(2), and 15(a)(5) of the
8 Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§
9 215(a)(1), 215(a)(2), and 215(a)(5) in any of the
10 following manners:

11 (1) Defendant shall not, contrary to Section 6 of
12 the FLSA, 29 U.S.C. § 206, pay any employee who in any
13 workweek is engaged in commerce or in the production of
14 goods for commerce, within the meaning of the FLSA, or
15 is employed in an enterprise engaged in commerce or in
16 the production of goods for commerce, within the
17 meaning of Section 3(s) of the FLSA, 29 U.S.C. §
18 203(s), wages at a rate less than \$7.25 an hour (or at
19 a rate less than such other applicable minimum rate as
20 may hereafter become effective pursuant to any
21 amendment to the FLSA).

22 (2) Defendant shall not, contrary to Section 7 of
23 the FLSA, 29 U.S.C. § 207, employ any employee who in
24 any workweek is engaged in commerce or the production
25 of goods for commerce, within the meaning of the FLSA,
26 or employed in an enterprise engaged in commerce or in
27 the production of goods for commerce, within the
28 meaning of Section 3(s) of the FLSA, 29 U.S.C. §

1 203(s), for a workweek longer than 40 hours unless the
2 employee is paid for his or her employment in excess of
3 40 hours in such workweek at a rate not less than one
4 and one half the employee's regular rate at which he or
5 she is employed.

6 (3) Defendant shall not fail to make, keep, make
7 available to authorized agents of Plaintiff for
8 inspection, transcription, and/or copying, upon their
9 demand for such access, and shall not fail to preserve
10 records of employees and of the wages, hours, and other
11 conditions and practices of employment maintained, as
12 prescribed by regulations issued, and from time to time
13 amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29
14 U.S.C. §§ 211(c) and 215(a)(5) and the implementing
15 regulations found in 29 C.F.R. § 516.

16 (4) Defendant shall make available (to authorized
17 agents of Plaintiff for inspection, transcription,
18 and/or copying upon their demand for such access) and
19 shall not fail to preserve for a period of two years
20 employment, order, shipping, and billing records as
21 prescribed by regulations issued, and from time to time
22 amended, pursuant to FLSA § 11, 29 U.S.C. § 211, and
23 found in 29 C.F.R. § 516.6(b).

24 It is **ORDERED** that Defendant shall not continue to
25 withhold \$172,264.50 in unpaid minimum wage and
26 overtime compensation found due under the FLSA to
27 employees of Defendant for the period of time from June
28 19, 2009 to June 16, 2013, as set forth in the exhibit

1 that is attached hereto, marked Exhibit 1, and made a
2 part hereof, showing the names of each employee and
3 listing on the same line thereof the period of such
4 employment covered therein for the employee and the
5 gross back wage amount due to the employee.

6 It is **ORDERED** that Plaintiff shall have and recover
7 from Defendant the additional amount of \$172,264.50 as
8 liquidated damages hereby found due under the FLSA.

9 It is **ORDERED** that Plaintiff shall allocate and
10 distribute the unpaid wages to the persons named in the
11 attached Exhibit 1, or to their estates if that be
12 necessary, in his sole discretion. The Secretary shall
13 be responsible for deducting from the amounts paid to
14 said persons the employees' share of Federal Insurance
15 Contributions Act ("FICA") and federal income taxes,
16 and for remitting said deductions to the appropriate
17 federal agencies. Any money not so paid within a
18 period of three years from the date of its receipt,
19 because of an inability to locate the proper persons or
20 because of their refusal to accept it, shall be
21 deposited by the Secretary in a special deposit account
22 for payment to the proper persons and upon such
23 inability to pay within three years, shall then be
24 deposited in the Treasury of the United States, as
25 miscellaneous receipts, pursuant to 29 U.S.C. § 216(c).

26 It is **ORDERED** that pursuant to the immediately
27 preceding three paragraphs, Defendant shall not fail to
28 deliver a certified or cashier's check or money order,

1 made payable to Wage and Hour, Div. of Labor, in the
2 total amount of \$344,529.00, in payment of the
3 aforesaid unpaid minimum wage and overtime compensation
4 (\$172,264.50) and liquidated damages (\$172,264.50) to
5 Plaintiff's authorized representatives at:

6 U.S. Department of Labor
7 Wage and Hour Division
8 West Covina District Office
9 100 North Barranca Avenue, Suite 850
10 West Covina, CA 91791

11 It is **ORDERED** that the filing, pursuit, and/or
12 resolution of this proceeding with entry of this
13 Default Judgment shall not act as or be asserted as a
14 bar to any action under FLSA § 16, 29 U.S.C. § 216, as
15 to any employee not named in Exhibit 1.

16 It is **ORDERED** that this Court shall retain
17 jurisdiction of this Action for the purposes of
18 enforcing this Default Judgment.

19
20 **IT IS SO ORDERED.**

21 DATED: April 22, 2014

22
23 RONALD S.W. LEW

24 **HONORABLE RONALD S.W. LEW**
25 Senior U.S. District Judge
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Exhibit 1

LAST NAME	FIRST NAME	PERIOD OF EMPLOYMENT	GROSS BACK WAGES
Garcia	Lazaro	01/15/2012 - 06/15/2013	\$12,239.64
Hernandez	Ramon	06/16/2010 - 06/15/2013	\$14,965.98
Huerta	Jesus	06/16/2010 - 06/15/2013	\$23,896.44
Pesh	Katie	06/16/2010 - 06/15/2013	\$4,920.00
San	It	06/16/2010 - 06/13/2013	\$4,920.00
Abrego	A. Elmer	06/30/2010 - 06/16/2013	\$30,501.96
Heng	Lisa	03/04/2012 - 06/16/2013	\$13,211.04
Hernandez	Antonio a.k.a. Carlos Aguilar	06/30/2010 - 06/16/2013	\$30,501.96
Yem	Barbara	06/20/2010 - 06/16/2013	\$30,501.96
Yem	Christina	06/04/2011 - 12/25/2011	\$3,302.76
Yem	Phei	09/05/2010 - 12/28/2010	\$3,302.76